工程程工程。连接开发工工作的资本。 电对象电路转流 医对血压性的

THE COURTS.

Decision in the Hogan Will Case-Divorce Suits-Action Against a Life Insurance Company-Decisions-Business in the Court of General Sessions.

SUPREME COURT-GENERAL TERM.

The Old Matter of the Church Street Exten-

Before Judges Ingraham, Barnard and Cardozo. Outharms A. Schuchardt et al. vs. The Mayor ec., of the City of New York .- These are several suits brought jointly by owners of property taken for the Church street extension to recover from the city the value of the materials of which the buildings were composed. The cases have been frequently reported in the lower courts, and it is unnecessary ings were composed. The cases have been frequently reported in the lower courts, and it is unnecessary to go over the various steps of their progress. The plaintiffs appealed from the demurrer of the defendants, said demurrer setting forth that the report of the commissioners was final as to the fee and the building materials, and an argument was heard on this appeal. It was manisted on behalf of the plaintiffs that in the report of the commissioners it was stated that the land would be required for the extension and certain amounts awarded therefor, but that by the terms of the report the materials of the buildings were not included; that this was understood and argued between the commission and the property owners; that also, by the terms of the report, the property owners; that also, by the terms of the report, the property owners; that also, by the terms of the report, the property owners were required to remove the materials, and if so, it was manifestly for their own benefit; that it has always been the custom in New York, except in cases of special legislation, to leave the materials to the property owners; that otherwise the city taxes properly not only without paying a just compensation, as required by the constitution of the State of New York, but without compensation whatever. It was also shown that by the statute of April 3, 1813, under which the city claims the land, the title is only transferred "in trust," and argued that, therefore, the city could take no more than was required for the trust.

It was claimed on the part of the city that the decision of the court below should be sustained; that it was there neld that the confirmation by the Supreme Court was final and conclusive; and that no object now. The answer to this was that at the time the report was presented for confirmation there was no cause to object, because the materials for which the suit is brought were given to the property which did not exist at the time of confirmation, and did not arise until after a novel construction had bee

- SUPREME COURT-SPECIAL TERM. Decision in the Hogan Will Case.

Before Judge Sutherland. Sarah C. Hatch vs. Clara M. Peugent.—A decision in this case, popularly known as the "Hogan will case," was rendered yesterday. The opinion, characteristic of those given by this Judge, is quite brief, but explicit and to the point. It is unnecessary to give a recapitulation of the facts in the case, they having been fully published in connection with the

THE OPINION: In view of certain recent cases in the Court of Appeals, referred to in the trial of the issues in this case, I do not think I would be justified, in viewing the verifiet, so palpably against the weight of the evidence, as to grant the motion for a new trial on the minutes of the Court. The motion is therefore denied, but without costs. In making this decision I assume that, of course, the defendants, Eugene and clara M. Peugnet, have a right to move for a new trial on a case or case and bill of exceptions, to be made and settled according to the rules and practice of this Court.

SUPREME COURT-CHAMBERS. Theatrical Entertainments and the License

Fees. Before Judge Brady.

Unquents vs. Albert Diers.-An application was made to punish the defendant for keeping, as aleged, a place where theatrical entertainments are given without having obtained the proper license. The application was made, of course, or the part of the Society for the Reformation of Juvenile Delinquents, to whom such hieroses go. It was granted by defauit.

SUPERIOR COURT-SPECIAL TERM. The Troubles and Tribulations of the Divorce

Before Judge Monell.

Ford vs. Ford,-The plaintiff, it will be remem-bered, was placed under arrest for contempt of court in not paying alimony to his wife. The alinony ordered was ten dollars a week, and the payment was neglected till \$280 were due. The case came up on a writ of habeas corpus to discharge him from arrest. The opposing lawyers—A. li. Reavey for the petitioner and H. C. Denison for the relatrix—talked at great length on the subject, and submitted counter athdaytes; but neither the talk ner anidaytes revealed any facts of interest addi-tional to those heretofore published. The Court re-

Before Judge Spencer.

similar to the above, and the facts have already been given in the HERALD. The plaintiff has tailed to pay alimony, as directed, and a motion was made for his arrest for contempt. The Judge listened

SUPERIOR COURT-TRIAL TERM-PART I. The Chilenn Government Vessel Seizure and

Dismissal of Complaint. Before Judge Freedman.

Varsault vs. Murphy.—In this case, in which the assignee of Garrett W. Dyckman, formerly United States Vice Consul to Valparaiso, sued to recover for services official and unofficial rendered in regard to the seizure of the vessel Townsend Jones by gard to the seizure of the vessel Townsend Jones by the Chilean government on account of her bringing into port a cargo of arms and munitions of war, the complaint was dismissed. The ground of the dis-missal was that the surrender of the vessel, though under protest, to the Chilean authorities was a vir-tual abandonment of her, and that the contract for the services rendered by the assignor being made subsequent to such surrender, was not binding on the owner of the vessel.

o owner of the vessel. Suit Against a Life Insurance Company. Refore Judge Freedman.

pany,—A brother of the plaintiff, Thomas Keveney, in 1:69 insured his life for \$3,000 in the defendants' ompany, giving for the premium his note. At his death this premium note was unpaid. A shift was brought to recover on the policy, it was shown that the policy contained a clause that if a premium note remained unpaid after maturity, and that after it had matured and the premium remained unpaid the insured deat the policy was vituated. Upon this the Judge ordered a dismissal of the complaint.

Another Suit by the Same Party.

Insurance Company.—The same brother of the plaintiff took out a life policy for \$2,000 in the complaintiff took out a life policy for \$2,000 in the company of the defendants. The defence is that the note given for the premium was never paid, an d, further, that misrepresentations were made by the insured in his application, in that he represented himself as a man of temperate habits, whereas, as alleged, he had delirium tremens about a year before his death, and his death was hastened by his continued intemperance. The case is still on.

COURT OF DEMERAL SESSIONS. Before Recorder Hackett.

AN ERRONEOUS VERDICT—A RESPECTABLE EN-GRAVER CONVICTED OF A DANGEROUS ASSAULT GRANTED A NEW TRIAL. Shortly after the opening of the court yesterday a motion was made to grant a new trial to Charles

an assault with intent to do bodily harm to William Sheehan, on the ground of newly discovered evidence. An affidavit of a party was read which set forth the fact that he was the man who fired a pistol, the bail of which entered Sheehan's hand. The accused, Archibald, who was an engraver for harper Brothers, proved on the trial by several witnesses that he was inside the saloon at the time of the shooting, and he established an excellent character, but the jury found him guilty. After the rendition of the verdict some of the jurors expressed their doubts as to the correctness of their decision, and the Recorder was so well satisfied that a misrake had been made that he remanded Archibald to finity investigate the matter. His Honor granted the motion for a new trial, and directed the accused to be discharged upon his own recognizance.

An Alleged biganist at the Ball.

Phillip Kern, who was charged with biganis, was placed at the bar. It was stated that the prisoner married a young woman when intoxicated, but had committed no further improper act until the female discovered that he had a wife living. She left the State, stating that she would not prosecute him.

The Recorder, in discharging Kern, advised him to join a temperance society.

James Woods was convicted of stealing a bale of cotton yarn on the alst of March, worth forty dollars, the property of John Dawson. The case was so clear—an officer having caught the prisoner in the street. forth the fact that he was the man who fired a

taking the hale in a wheelbarrow—that the rendered a verdict of guilty without leaving

rendered a verdict of gulty without leaving their seats.

Assistant District Attorney Sullivan made the important statement that Woods was confined in the Tombs over a year upon the charge of murdering his wife; but owing to the fact that the wincesses against Woods were occupants of shantles, built on the rocks up town, and they had moved away, rendering it impossible to find them, six weeks since the District Attorney consented to let Woods go. The Recorder observed that it sometimes happened in this world that criminals like Woods did not escape bunishment. It was an extraordinary circumstance that eighteen months ago the prisoner was charged with the murder of his wife, and that in consequence of the prosecuring authorities not being able to get witnesses he (the Recorder) was compelled to discharge him. For the serious offence of which Woods was now convicted he would send him to the State Prison for five years.

A FEMALE FIGHT.

Matilda Shackleton was placed on trial charged with stabbling Josephine Wilson in the left breast with a small knile, on the 26th of March. The testimony developed the fact that the girl Wilson was fignting in James street with another girl, when the accused did not stab her. The preponderance of the testimony being in favor of the girl Shackleton the jury rendered a verdict of not guilty.

A "COOL" PORGER SENT TO SING SING.

John Stenoms pleaded guilty to forgery in the third degree, the complaint being that on the 21st of November he callee at the place of business of Adam Young and purchased a pair of boots for thirty dollars, for which he tendered in payment a check on the Park National Bank for \$193 and signed H. G. Stebbins & Son. When the check was presented at the bank it was found to be worthless. The prisoner was an exceedingly intelligent, elderly man, and promptly informed his honor, in answer to an inquiry, that he served a term in a check on the Park National Bank for \$193 and signed H. G. Stebbins & Son. When the check was presented at the bank it was found to be wo

A NEW DODGE—WARNING TO RAILROAD PASSENGERS
ABOUT BAGGAGE CHECKS.

William Smith pleaded guilty to grand larceny.
It seems that Mrs. Maria Fisk, of Germantown, Pa.,
had a trunk contaming female apparel and jewelry
worth \$800. which was delivered on the 11th inst.
by Dodd's Express at the New Haven depot, to be
delivered to the owner there, and that an unknown
hackman produced a card check, which was discovered to be a forgery, and upon the presentation
of which he procured the trunk. A police officer
traced the trunk to Page's fotel, where Smith had
engaged a room, at which time he nanded a check
to the cierk directing it to be sent to his room when
it arrived.

The prisoner was remanded for sentence.

An ASSAULT UPON A BOURDSMAN BY OFFICER MA-

The prisoner was remanded for sentence.

An Assault upon a remanded for sentence.

An Assault upon a remanded for sentence.

An Assault upon a remanded for sentence.

Was tried and convicted of assault and battery.
Peter Melley, a roundsman of that precinct, who, it seemed, had made two complaints against Mathias for breach of police regulations, and on the alternoon of the 24th of February they conversed together on the corner of oliver and Elizabeth streets, and Mathias struck him three or four times with his club. Captains of two precincts and others were sworn after the rendition of the verdict, all of whom gave Mathias (who had been a member of the force for seven years previous to his dismissail) an excellent character. Recorder Hackett, in disposing of the matter, said that he had at first intended to punish the defendant as severely as the law allowed; but after nearing the statements of the captains he would suspend judgment. His Honor stated, however, that the next policeman convicted of assaulting a brother officer would be severely dealt with by the Court.

An Escaped Convict acquitted of Larceny and Taken Back to sing Sing.

John Sheridan was tried upon a charge of grand larceny. Charles Uppermann, the keeper of a lodging house at 435 Ninth avenue, testifying that on the 17th of March he lost a gold watch and chain and \$100 in money. The testimony against the prisoner was so slight that the prosecuting officer abandoned the case, and the jury acquitted him.

Just before leaving the bar the Recorder asked Sheridan how many times he had been in the Sater Prison, to which he bromptly replied, "Phree times." A police officer in attendance, knowing that Sheridan was an escaped convict, arrested him on the spot, and took him back to Sing Sing.

An Alleged False Prefence Man on Teial.

Patrick W. Smith, against whom were several complaints for defrauding citizens, was put on trial, charged with procuring \$140 worth of cigars from Emile Stork, 250 Eignth avenue, on the 21st of March, for which he gave in p

1871—three-fifths being present—the people of the city and county of New York, represented in the Senate and Assembly, do enact as follows:—

SECTION 1. In all convictions for misdemeanors tried in the Court of Special Sessions of the peace in and for the city and county of New York the said Court shall have power to impose the same putilshment as is authorized by law to be inflicted in like causes tried in the Court of General Sessions in said city and county.

SEC. 2. Hereafter, if either of the justices now designated by law to hold the Court of Special Sessions shall be unable to act by reason of sickness or other disability, or shall be absent from the city, it shall be the duty of the Mayor of the city of New York to designate either the Recorder or City Judge

York to designate either the Recorder or City Judge of raid city and county to act in the place of said justice during the continuance of such disability. The principal feature in the new law, and that which is considered most i mportant, is the permis sion to

in aggravated cases; for in many cases it will insure lengthy and severe punishment, as the defendant can be held in prison, if the Court so decrees, until the fine is paid. The other point is the extension of punishment from six to twelve months for brutal assaults and the worst cases of larceny. Judge Dowling soon found an occasion for exercising the increased power placed in his hands, as shown in supplied by the Secretary of State. A BULL(Y) WITNESS.

The first case called was that of The People vs

Thomas J. Williams. Thomas had the misfortune the other day to be out walking, when he heard a woman say she had been robbed; that her pocket-book had been stolen and a certain woman in front of her had stolen it. He under ook to consult the officer whom the woman had called and suggested an attempt to obtain possession of the pocketbook again. He walked up to her and put his hand under her shawl and tried to get away from her what he said he considered as the property of the other woman. He didn't succeed in recovering the pocketbook, and the woman on whom he made the attempt denied all,knowledge of the affair and gave him into and the woman on whom he made the attempt denied all, knowledge of the affair and gave him into custody on a charge of attempting to pick her pocket. He was to be detained as a witness in the first case, but wished to decline the honor as he defin't wish to be seen in the company of a police man, and hence become notorious. The second woman, however, was so positive that he tried to steal her money that he was put under bail to answer. In the court yesterday the question of the missing pocketbook was lost in this peculiar individual, who spoke as though he was actuated by telegraph, so raphi was his flow of language. He began by disciaming any knowledge of either of the parties, and the accusation that he was

A LONDON FICKPOCKET he treated as being too absurd to entertain for an instant. "Where were you born?" asked the Judge. "In North Carolina; but I was taken away to England when I was very young. It is sixteen years since I left this country, but, oh of course I am not a citizen. I have been a currier in London, where I have resided for years in 'the leather districk,' and have only returned here a few months ago. I hve at 57 vessy street."

He assured the Judge he knew him when he was a sergeant of police, but that appeared too thim, for his Honor said he had not an odice at that time.

"Did you not try to steal this lady's pocketbook," asked the court.

"Ah, well, really that's too bad; this 'ere woman was a long way ahead of me, and I runs after her and tried to bring the money back. Ey Jove, what am I taken for."

"You seem to tell a straight story, but if you are ever brought here again your rapid speech will not save you. You can go," said his Honor.

Africars on A surnay spress.

Henry Jones, John Brown and Andrew Douglas, three "Gemmen from Africa," were charged by Louis Henken with breaking his jaw bone, on Sanday they congregated there and drank liquor until twelve o'clock in the evening. After they had taken in "full cargoes," they became a little troublesome, and, it appears wented to fight. Th

usual" on Sunday, and that in the evening, after they were drunk with the liquor sold them, one of the party came behind the counter and wanted to shoot of the party came behind the counter and wanted to shoot of the party came behind the counter and wanted to shoot of the party came behind the counter and wanted to shoot of the party came behind the counter and wanted to cause he had growled at them once or twice durin gine the evening. He declared he would "gave the dog," and a general melée occurred. The "gentlemen of color" upset the soft soap and broke several signs, and so destroyed the equanimity of the saloon keeper that he drew a revolver and fired it mits the air in order to attract the attention of the police. A mob gathered around and hooting and stone throwing commenced, resulting in breaking the jaw of poor Henken, spoiling the looks of his face and forever Gamaging his speech. The poor old man presented a sad appearance, and seemed greatly affected at his misfortune, as he was merely a bystander, like a hundred others. The mother of one of the prisoners, a cotored woman, wearing a coal-scuttle bonnet and green spectacles, said she was disgusted with her son for descerating the Sabbath day in such a way, insisted it was a case of punishment, and hoped it would "smash up the beastly German who took all the poor men's wages on a Sunday."

Judge, to keeper of beer saloon—I wish the stone had hit you instead of the poor old man. If I had a complaint here against you I should not hesitate to send you to the Penitentiary for six months. You open your store on Sanday morning and sell liquors against the laws of the State, and collect a crowd of roughs in your place. I shall speak to the Superintendent of Police about you and ask him to place a man to watch your premises. I warn you to be ware. You encourage rowdles in your place, and disturp quict, orderly people wno are engaged in divine worship. I will not forget you. Each of the prisoners will go to the Penitentiary for two months, and when they retur

Mary A. Henry charged Edward Baker with kicking her in a most brutal manner about the body and in the eye. The defendant certainly had not the appearance of an ordinarily civilized being, and he was treated to nine months in the Pepitentiary.

pearance of an ordinarily civilized being, and he was treated to nine months in the Pepitentiary.

One of the most touening and romantic scenes ever witnessed in a court of law was enacted in this court yesterday. It was a case of real affection, a scarce acquisition. John Hyde, a lad of about eleven years of age, had been put under ball to answer for some triding offence. The complainant did not appear, but no sconer did the had appear behind the bar than his sister, a little light-baired girl, rose in her seat and began weeping bitterly, sobbling out her brother's Christian name in the most piteous manner. The lad began to cry aiso.

"Come forward, little girl," said the Judge.
She came out, and, grasping her brother around the neck, she drew him towards her and sobbed loudly. "Oh, Johnny, Johnny, my poor mother! what will she say? What has brought you here?" So affectionate and real was the scene that a dozen pockethanokerchiefs were in immediate requisition. All the females in court were in tears, and not a lew men began to olubber.

"Take your brother away," said his Honor.

"Come along, Johnny. There, there," said the little creature, and she kissed him each time; the two leaving the court soboing until their crying died away in the distance.

COURT CALENDARS -THIS DAY

SUPREME COURT—Part 1—Held by Judge Van Brunt.—Nos. 875, 1073, 1111, 1199, 1339, 1341, 1998, 1461, 1463, 1465, 1479, 1493, 1495, 1497, 1605, 1519, 1555, 1571, 1579, 1683, 1611, 1757, 1832, 1833, 1834,

1071.

SUPREME COURT—GENERAL TERM—Held by Judges Ingraham. Barnard and Cardozo.—Nos. 252, 254, 257, 258, 259, 250, 201, 263, 265, 266, 267, 268, 269, 270, 271, 272, 273, 276, 277, 278, 279, 180, 281, 282, 283. Part 2—Held by Judge Sutherland.—Nos. 762, 264, 1564, 1566, 1666, 1670, 1748, 1773, 1856, 1888, 1804, 1918 1, 1893, 2023 1, 2028, 2063, 2067, 2063, 267, 2023 1, 281, 282, 283. Supreme Court—Unambers—Held by Judge Brady.—Nos. 55, 61, 64, 65, 118, 129, 136, 142, 152, 47, 48, 59, 63, 87, 128, 128, 143, 146, 149, 160. Supreme Court—Trial Term—Part 1—Held by Judge Freedman.—Nos. 673, 507, 533, 229, 461, 547, 519, 197, 689, 639, 641, 643, 645, 647, 649. Part 2—Held by Judge McCurn.—Nos. 634, 163, 298, 382, 356, 378, 392, 448, 608, 610, 656, 658, 660, 662, 664. Court of Common Pleas—Trial Term—Part 2—Held by Judge Oschuller—Parlal Term—Part 1—Held by Judge Curtis.—Nos. 633, 536, 5512, 5527, 4363, 5493, 5507, 5521, 5685, 6621, 5532, 5653, 5560, 5538, 5540, Part 3—Held by Judge Shea.—Nos. 538, 5563, 5568, 5542, 4272, 1262, 1275, 1305, 1161, 1206, 1258. SUPREME COURT—GENERAL TERM—Held by Judges

BROOKLYN COURTS.

UNITED STATES DISTRICT COURT. Action to Condemn Property Seized.

Assistant District Attorney Allen yesterday insti tuted proceedings in the District Court for the for-feiture of the rectifying establishment of H. Reiners,

LEURT OF SPECIAL SESSIONS.

LIMITED STATES COMMISSIONERS' COURT.

Commencement of a New Era in the History of the Court—An Alleged London Pickpocket in a Fix—An Electric Witness—An African Melec in Laurens Street Last Sunday—A Case for the Saperintendent of Police—The Eastern District. Officer Cocheu made an examination of the premises, and found, as he reports, in the Court of Special Sessions entered upon a new phase of existence yesterday. After the court had been formally opened the clerk was instructed to make the following announcement:—

In relation to the punishment of offenders tried in the Court of Special Sessions of the peace in a fixed been received there, and that the law in the Court of Special Sessions of the peace in a great extent. He procured the seizure of the establishment and for the enty and county of New York, passed April 5, the service of the count of Special Sessions of the peace in and the Marshall took in the Court of Special Sessions of the peace in and that the law in the Court of Special Sessions of the peace in and that the law in the Court of Special Sessions of the peace in and that the law in the Court of Special Sessions of the peace in and that the law in the Court of Special Sessions of the peace in and that the county of New York, passed April 5, the county of New Y psychology of the possession. The officers met with considerable resistance, and during a row which occurred officer cochen and several others were injured, though not severely. Cochen discharged his pistol at one of the assailants and then broke it on the fellow's head. All the books and papers of the place were

Brady and Lowery were taken before Commis

SUPREME COURT-CIRCUIT.

Suit Against an Insurance Company.

Before Judge Glibert.

William D. Murphy vs. The Imperial Fire Insurance Company .- Plaintiff brought suit to recover \$2,500, the amount of a policy upon his house, which was destroyed by fire on the 28th of December, 1869. The company refused to pay on the ground that the property had been transferred by plaintiff to his property had been transferred by plantan to his brother-in-law, one Riley, three weeks prior to the fire. On the part of the plantiff it was shown that Murphy himself took the deed to the Register's office and recorded it in Riley's name. Riley was not a party to the transaction, and the deed was not delivered to him until after the fire, and then Murphy only gave it to him to take over to the insurance company when he went to inquire why the policy was not padd. was not paid.

The jury rendered a verdict in favor of plaintiff for \$2,725, including interest.

The Contested Will Case.

Frederick Baker, Appellant, vs. Amelia Dederky, Respondent.-The plaintiff in this case, which was reported in the HERALD of yesterday, brought this reported in the Heralio of yesterday, brought this action to test the validity of the will of Catharine Ahren's, Amelia's mother, who died in January, 1870. Mrs. Ahren bequeathed only \$100 to defendant, \$500 each to two nicces and the balance of the property to Baker, her nephew. The Surrogate declared the will null and void, but the General Term of the Supreme Court directed that issue be framed for trial by jury.

The trial of the case was concluded yesterday, and resulted in favor of plaintiff on all

and resulted in a verdict in favor of plaintiff on all the issues. The allegation was that he had obtained Mrs. Ahren's signature to the will by fraudolent

Warning to Persons Who Get on the Front Platforms of Street Curs.

John T. Murtagh vs. The Brooklyn and Coney Island Rauroad Company.—On the 22d of Decem-ber last the plaintiff attempted to get on the front platform of one of the company's cars in Smith street, when he was thrown to the ground and, as he alleged, received injuries which will disable him

he alleged, received injuries which will disable him for life. He, therefore, brought suit to recover damages in the sum of \$10,000.

It was claimed on the part of the defence that persons getting on the front platform did so at their own risk, and that in this case plaintiff should have got on the rear platform. It was admitted that the car was not stopped, but it was also claimed that the plaintiff did not signal the driver. Testimony was introduced to show that after the accident Murtang not on the car and did not seem to have been seriously injured. The doctor who attended plaintiff swore that his injuries were slight, and that he appeared to be under the influence of liquor. A motion for a non-suit on the ground of contributive negligence was granted by the Court.

SUPREME COURT—CIRCUIT—NOS, 52, 41, 115, 123, 126, 68, 96, 99, 135, 144, 146, 147, 148, 149, 150, 151, 153, 158, 159, 160.

CUTY COURT—Parts 1 and 2—Judges Neilson and Thompson.—Nos. 41, 42, 140, 132, 111, 4, 165. Part 3—Judge McCue.—Special term.

COURT OF APPEALS CALENDAR.

ALBANY, Abril 20, 1871.

The following is the Court of Appeals day calendar for April 23, 1871:—Nos, 201, 180, 147, 200, 202, 205, 206, 209,

THE ERIE WAR.

THE BOOKS NOT YET PRODUCED.

Jay Gould Shelters Himself Under "Articles of Association."

The most important proceedings in the reference before Mr. Kenneth G. White, the Master, were those which took place Jesterday in regard to the 60,054 shares of Erie stock claimed by Heath and Ruphael, the English shareholders, to be their property. Mr. Jay Gould, the president of the Eric Company, was examined at considerable length, and it will be seen from his testimony, fully reported below, that he declines to produce the books called for in the Master's order, on the ground that he is not certain whether he has or has not a right to do so under the articles of association of the Eric Company. The Master will immediately report to the Court the fact that Mr. Gould declines to produce the books, and it will then remain for the Court to say whether he shall be compelled to furnish to the Master the

books called for under the order.

Mr. Southmayd appeared as counsel for the English shareholders, Heath and Raphael, and Mr. Pierrepont and Mr. Morgan for the Erie Railway

THE PROCERDINGS VESTERDAY. B. Ogden White, sworn, and examined by Mr. Southmayd-I am Secretary of the New York Stock Q. That is the institution which, in common par-

lance, is called the Board of Brokers? A. Yes. Q. Produce the resolution of the Stock Exchange with regard to registration of stock of the Eric Railway Company as kept an an office other than its own? A. I produce the resolution.

Mr. Morgan objected to the resolution.

The Master allowed it to be put in.

Mr. Southmayd—It is Rule 3 of the constitu-

tion and bylaws of the Stock Exchange, and is as

Witness-I have a certified copy of this role, which I will leave with the Master. (The Master marked the paper as an exhibit in the case.) This rule, continued the witness, was adopted on the 30th of November, 1868, to take effect on the 31st of January,

Cross-examined by Mr Pierrenent-O Do von know of this rule having been departed from in any

Q. Do you remember the case of the Rock Island Railroad Company? A. I remember that case; they departed from the rule, but afterwards came in

Q. Was the stock of the Rock Island Railroad sold at the Board without being registered? A. That I could not tell; I should think not,
Q. Was there an increase of the registration made

is very difficult for me to answer that, as I was not Secretary of the Stock Exchange at the time. Q. What do you know about it, as a matter of public notoriety, that it was departed from, and the

registration increased without any notice being given to the Board? A. I could not answer that; I

given to the Board? A. I could not answer that; I do not know enough about it to answer.
Q. Do you know of it in the case of the Wabash?
A. Not in the case of the Wabash that I recollect.
Q. Do you know whether, with regard to others, that was so or not? A. I think not; I did not hear of it to my knowledge being departed from.
Amos D. Williams sworn—Examined by Mr. Southmayd—I am a member of the New York Stock Exchange; I am a member of the committee of the Stock Exchange; I am a member of the committee on additions to the stock list; persons making applications to come before the committee in regard to stocks would come before the committee in regard to stocks would come before the committee in regard to stocks would come before the committee in regard to stocks would come before the committee to the third rule is referred to our committee.

side called upon him to prove papers.

Mr. Pierrepont said that was not necessary, as he knew the signatures to those papers.

Mr. Southmayd—I would like, at this stage of the case, to have it entered upon the record for whom Mr. Pierrepont appears. Mr. Morgan objects to the papers and Mr. Pierrepont does not.

Mr. Morgan—I withdraw the objection.

Mr. Pierrepont—As soon as you are through I will state all about it, how I came to be engaged in this

Examination continued—Q. Now, Mr. Williams, you were about to say how many papers were sent with respect to the registration? A. Two of those hear date on the sit of September, and those of that date were not considered sufficiently strong to justify the Stock Exchange in putting the stock on the lists, and to enable that to be done the subsequent ones were sent down.

Mr. Southmayd put the papers in evidence, and read one of them, as follows:—

OFFICE ERIR RAILROAD COMPANY,
NEW YORK, Sept. II, 1862. {
R. G. RALSTON, Esq., President Farmers' Loan and Trust

R. G. RALSTON, Eag., President Farmers' Loan and Trust Company.—
DEAR SIR—The following is a statement of stock, debt and leasehold estates in answer to your inquiries of this date:—
The amount of convertible abock issued is \$70,000,000; the amount of common sorip none.
The amount of preferred stock, including scrip, \$8,536,910. The amount of mortgage deot (seven per cent) authorized and issued is as follows:—
First mortgage, \$3,000,000; extended May, 1967; due June, 1897. 1807. Second mortgage, \$4,000,000; date of Issue, March I, 1843; fue 1879.

The amount of mortgage, deut (avera per cent) authorized and issued is as follows:

First mortgage, \$4,000,000; extended May, 1957; due June, 1857;

Mort mortgage, \$6,000,000; date of issue, March I, 1843; due 1884.

Fouth mortgage, \$6,000,000; date of issue, March I, 1853; due 1885.

Fith mortgage, \$6,200,000; date of issue, June I, 1859; due 1886.

Fith mortgage, \$225,500; date of issue, June I, 1859; due 1888.

Fith mortgage, \$225,500; date of issue, June I, 1859; due 1888.

Fith mortgage, \$225,500; date of issue, June I, 1859; due 1888.

Fith mortgage, \$225,500; date of issue, June I, 1859; due 1888.

Fith mortgage, \$252,500; date of issue, June I, 1859; due 1888.

Fith mortgage, \$252,500; date of issue, June I, 1859; due 1888.

Fith mortgage, \$252,500; date of issue, July I, 1851; due date, 1851.

The amount of sterling bonds, £1,000,000 (\$4,844,600), September I, 1865, due 1875.

Loder a statute of the State the mortgage debt is converting the state of the converting the state of issue. Ten years have expires on all but the sterling loan, and as that as selling at par in London there is no danger of cornering. There is no local road that can be converted into the stock of this company, exceed in compliance with the rules of the Stock Exchange, by giving thirty days' notice, nor will any increase be made in any form, except in compliance with the carecast rule.

JAY GOULLD, Fresident.

The witness continued to say—I am a broker engaged in this business; my firm is that of K. D. Williams & Co., 45 wall street; I have been a member of the Stock Exchange since 1866, with the exception of a single year; I am familiar with the system, as it exists in this city, with respect to the sale and delivery of stocks and slock certificates.

Q. Do you know what has been the practice or usage in this city since the institution of the Farmers' Loan and Trust Company of the certificate of the certificate of the present time.

Q. In order to sell the stock as marketable stock it requires the registered in the market of the

Mr. Southmayd—For whom does Mr. Pierrepont appear?

Mr. Pierrepont for the Eric Railway Company—This was an inquiry, he thought, in regard to 30,000 shares of the stock of Heath and Raphael. On this subject he had advised Mr. Gould to render all possible assistance by the production of the books and documents demanded by the Court. Heath and Raphael were holders of 80,000 shares of Eric stock and seat their certificates to the office of the company after the books were closed to be registered in the Farmer's Loan and Trust Company. After this stock, which was delivered up to the company in September, 1870. This stock, he observed, had never been taken to the Farmer's Loan and Trust Company and had not become markeiable under the rules of the Stock hoard. The coal strikes last winter and other disasters caused the receipts of Eric to fail of hair a million a month. This readered it necessary to raise money outside of the mome to work the road. The Executive Committee, therefore, passed a resolution to issue convertible bonds that would equal the 30,000 shares of stock and me those bonds for the purpose of raising money to meet the requirements of the occasion. These bonds were sold for the market prices of the stock, and the amount was used to defray the company's expenses. These bonds, thus converted into stock and returned to the company, were represented by stock. The stock was sent to the Farmer's Loan and Trust Company for registration, in order that this stock would be sold in the market to pay the noiders of the bonds. As such purcel was sent down directions were given to the clerk of Eric to take cancelled certificates to the Farmer's Trust Company to the same amount, the more readily to facilitate their purpose, and the stock was sold in the usual manner. This statement Mr. Gould would substantiate on oath.

Mr. Southmaya—We have proved a fraud—the stealing of our sock. What has become of it? Mr. Pierrepont says Mr. Gould will state the truth upon his oath, perhaps upon his honor, as if we should be exp

JAY GOULD ON THE STAND,

Examined by Mr. Southmayd.

Q. You are President of the Eric Railway Company? A. Yes, sir.

Q. Look at that summons, and say if it is a duplicate of the order served upon you, and whether you produce or decline to produce the papers which are there called for? A. The summons that was served upon me was a blue paper; I taink this is a duplicate.

Q. Do you produce or decline.

By the Master—That is not the question. It is whether you produce or decline to produce the books and papers called for? A. The only entry there is the proceeds of the convertible bonds—\$650,000. Mr. Southmayd—I will ask the witness in detail. Q. The first book called for in this order is the stock ledger, or the ledger in use from September 4, 1870, to the present time. Is there any such book? A. Not to my knowledge.
Q. You don't know, then, whether there is or is not a stock ledger of the company of which you are president? A. I never saw it to my knowledge.
Q. Do you know whether there is a stock transfer book of the Eric Railway Company which was in use in September, 1870, and transfer books which were in use in December, 1870, and Tansfer books which were in use in December, 1870, and Tansfer books which were in presidence.

company any transfer books in those months? A. I presume so.

O. Where are those books now? A. I don't know; I suppose they are in the office.
Q. Have you ever seen them? A. Never to my knowledge; I know that we sent down here three or four car loads of books.
Q. Who gave directions for the sending nere of those books? A. I gave directions.
Q. What books did you give directions should be sent? A. I directed the transfer of those 60,000 shares of stock to Mr. Coleman, as receiver.
Q. Have you ever given any directions that the transfer books which related to the 30,000 shares which were issued and sold upon the street in heu of 30,000 of heath and Raphael's stock should be sent her? A. I supposed the whole of the books would be sent.

sent here? A. I supposed the whole of the books would be sent.

Q. Do you know anything of the register of daily balances or register of stock transfers kept in December, 1870, or January, 1871? A. I don't know of there being any such books.

Q. The stock-certificate book from which were out the stock certificate sissued by the company from the 28th December, 1870, to January 16, 1871, both inclusive—are there such books? A. I suppose so; I think they were all piled on the express wagon and sent here.

Mr. Soutimayd—There was nothing of the sort. The two convertible bonds which were issued by the

Mr. Southmaya—There was nothing of the sort. The two convertible bonds which were issued by the company in December, 1870, and January, 1871—one being for two millions and the other for one million—do you know of the existence of these two bonds? A. Yes, I know of their existence.

Q. You say you don't know whether your company has a stock ledger? A. I am entirely unfamiliar with the details of the bookkeeping department.

A. I cannot tell without reference to the articles of association.

The Master—Is it within your power to produce them? A. I cannot say without reference to the articles of association of the company. (Laughter.)

Q. Do you always examine the articles of association before determining anything? A. Yes, in any extraordinary case.

Q. Your transfer clerk is John A. Hilton, and he has testined that most of the books and papers which are called for by this order were locked up in the sale in his room the last time he saw them. Whose direction is required, according to the course of business in the Eric office, to send those books down before the Master? Can the transfer clerk do are regulated by certain rules of the association, and I have never examined those rules with the view of association and the course of the association of the articles of association.

Q. Who has the power if it is not yours or the transfer clerk's? A. I could not tell without refering to the articles of association.

transfer clerk's? A. I could not tell without refering to the articles of association.

Q. If you were engaged in a litigation in which you wanted to have those books produced in court, do you pretend to say that you do not know how to get them down to court? A. Before I undertook that responsibility I should examine very carefully the articles of association.

The Master—that the Eric Company never had a higation in which it was necessary to use their papers or books? A. Never; this power has never been brought into exercise; to take these books away might ruin the whole company.

Q. Can you tell me any one who has the power if you have not? A. I can only tell you that by refering to the charter of the association; that is the practical way to get at it; it was never put in practice before.

ing to the charter of the association; that is the practical way to get at it; it was never put in practice before.

Q. Who are the powers that do things in that partial way except yourself? A. Mr. Fisk, Jr., the vice president; Mr. F. A. Lane and the board of directers. (The witness mentioned the mannes of the persons comprising the directory.)

The Master—You say you could not tell whether you had authority to direct those books to be produced unless you looked at the articles of association. I desire to ask you, as a matter of fact, whether, if you ordered your subordinates to produce them here, and whether it would not procure the production of them if you, seeing fit, ordered them? A. Let me explain.

The Master—Answer directly, one way or the other. A. I don't know; there are three sets of books—the books of the transfer department.

Q. You are president and treasurer, are you not? A. I am president and treasurer, are you not? A. I am president and treasurer and also one of the directors; I do not want to guess as to who has the power about the Eric concern if I have not of directing these books to be brought here; I could not give as intelligent answer on that point without examining the articles of association.

Q. Is there any officer of the Eric Company who has that power? A. I had better confine myself to facts; I can give no other answer until I look at the charter.

has that power? A. I had better confine myself to facts; I can give no other answer until I look at the charter.

Q. Is there any other person who has that power or whose order the transfer clerk will obey? A. The transfer clerk has charge.

Q. Answer the question—I repeat the question.

A. I give the same answer; I don't know my powers; this question never rose since I became president of the company.

The Master—That is not the question here. I presume you are aware, as an officer of the company, whether your orders will be obeyed by your subordinates. I now ask you if they would findure whether you had authority or not? A. No, sir.

Q. The question then is, if you order those books to be produced increased from here a written order to the officials in the Grand Opera House, whether that order would not be obeyed and the books brought here if you direct? A. (The witness paused for a long time, evidently staggered by the question, which was a poser; finally he answered.) You ask me to give an opinion.

The Master—That is not the question. Would the books be produced here if you so directed? A. I do not think either one way or the other.

Q. Then you have no knowledge on the subject whether your authority would be obeyed or not? A. No, sir.

Mr. Southmayd asked for a suspension of the examination of thus witness in order to resume the examination of John A Hitton, the transfer clerk.

This application was agreed to, and Mr. Hilton was further examined. He said the last time he saw those books they were locked up in the safe in his office; he had the combination of the safe, unless those books they were locked up in the safe in his office; he had the combination of the safe, upless the safe and bring down those books, would it be done? A. The witness hesitated and

A. It should have the Farmers' Loan and Trust Company's registration upon it.

Mr. Southmayd—For whom does Mr. Pierrepont appear?

Mr. Pierrepont for the Eric Railway Company—This was an inquiry, he thought, in regard to 30,000 shares of the stock of Heath and Raphael, On this subject he had advised Mr. Gould to render all possible assistance by the production of the books and documents demanded by the Court. Heath and Raphael were holders of 60,000 shares of Frie stock and sent their certificates to the office of the company after the books were closed to be registered in

do not know whether I have the Fight to give honot.

The Master—You have not given a proper answer to the question. Do you or do you not decline to give those directions? A. (A long pause.) Suppose, you direct me to do an illegal act?

The Master—That is not the question. You have no right to presume anything of the kind. I repeal the question—whether you will or will not give those directions? A. (The witness, driven into a corner, paused again.) Before I answer that question should prefer to know my dulies precisely in the premises.

premises.

Mr. Pierrepont—Then Mr. Gould declines to answer the question?

The Master—Does he say he declines? A. I have not anything further to say on that matter; if that is a declension I stand by the answer.

The Master—Do you decline? A. I stand on my answer.

The Master—Do you decline? A. I stand on my answer.

Mr. Southmayd asked the Master to positively instruct the witness to give directions to bring those books.

The Master observed that he had already given him such directions. You (Mr. Southmayd) can serve an order on him again if you like. The Master, then put upon the minutes an entry that he here directed the witness and had heretolore directed him by a written order served upon him to produce the books called for in such order, or to direct their production.

Witness—Can't you specify the books?

The Master—They are mentoned in the order.

Mr. Southmayd—What do you say to that, witness?

Mr. Southmayd—what do ygiven an answer.
The Witness—I have already given an answer.
The Master—That is no answer at all. Here is a person, the transfer elerk, having physical control of the books, and you decline to order him to bring them here.
The Witness—I don't propose to dispute any of

The Witness -I don't propose to dispute any of your orders, or to be discourteous, but in this matter I do not know my powers. You interrupt the treasury department \$50,000 or \$60,000 every day, and I don't want to do that natess I have the power to do it. If such power is invested in me I will do it. The Master—The road is entitled to some consideration. Justice also requires consideration. Justice also requires consideration but the road must give way to the interest of the latter. Mr. Southmayd—You intend to certify to the Court that Mr. Gould states, he decimes to produce these books.

The Master—Ves; that not only does he decline to produce the books, but also that he will not give an order for their production.

Witness—You will enter my explanation, will you not?

not?
The Master-No, sir; it is no answer at all; your The Master—No, str; it is no answer at all; your counsel, even, does not claim that it is.

Witness—It occurs to me that I have given you a good common sense answer. In reply to Air. Southmayd the witness said the executive committee of the Eric Railway Company was composed of Fisk, Jr.. William M. Tweed, F. A. Lane and himself. None of those gentlemen, to his knowledge, had constrol over the books.

Q. Has anybody control over the books? A. I have answered that before; to answer it intelligently.

trel over the books.

Q. Has anybody control over the books? A. f. have answered that before; to answer it intelligently.

I have to look at the articles of association and charier of the company. (Merriment in court.)

The Master—You stated a few moments ago that you sent four loads of books from the office, which books I directed to be produced. From where did you get the authority to send them? A. I cannot say, unless it was yours.

Q. Where did you find the authority to send those books here? A. They were books of cancelled stock.

Q. Where did you get the authority? A. I must have assumed it.

Q. Where did you get the authority? A. I must have assumed it.
Q. The order was compiled with when you gave it? A. I suppose so.
Q. And if you took upon yourself this authority again it would be obeyed? A. I have never given a thought to the subject.
Mr. Southmayd intimated that he should apply to the Court in regard to the evidence of Mr. Gould, and, in reply to the Master Counsel, said he had several other questions to ask the witness, but he could not ask them without the books.
The Master then adjourned the inquiry until twelve o'clock on Monday, and directed all the witnesses to be in attendance at that time.

THE M'CAHILL WILL CASE.

Continuation of the Testimony-The Last Hours of the Testator.

case took place yesterday before Surrogate Hutchings. There was a large attendance in the court room, and the interest in the proceedings appears to be unabated. Ex-Judge Pierrepont and Mr. Piana-gan appeared for the contestant (the widow, McCahili), and Mr. Vande:poel for the proponents. Mr. McCahiil died worth about \$600,000.

THE NEPHEW OF THE TESTATOR ON THE STAND. A Bryan McCahili was the first witness. He tesufieds as follows:—The testator, Bryan McCahili, brought me out to this country when I was ten years old.

Q. What were his nabits as to drinking liquer?

A. He was in the haoit of drinking; he was an in-A. He was in the habit of drinking; he was an intemperate man for several years before his death: I;
called to see him two weeks after the commencement of his last sickness; before that I met him
frequently down the avenue; wont to the second
story of his house, where he lay sick, and called
upon him daily; was with him when he died.

Q. Between that time and the time he died what
was his daily condition? A. He was sick, drinking
continually, and he was very feeble; he used to rave
and talk to himself; he used to exclaim, "Where am
1?" and he was tolu in his house, in
Forty-ninth street; "Am I not in a house on Essex
arrest." he said at one time that there were women in It? and he was told in his house, in Forty-ninth street; "Am I not in a house on Essex street?" he said at one time that there were women in the house and that he wanted them put out; I saw him drinking; he took very little medicine; he kept drinking till the day before his death; I remember that I spoke to him one night while he was in the sick chair; he said he'd like the family to come together and arrange as to how the property snound be divided; I said to him. "I understood you have made a will;" and he said he had; he said he had left a consideration for me; he said that John McCahili wes very ungrateful, and he was afraid to trust nim; that he was afraid the would not do right with the family; he said that before and after.

Q. What did he say about Tom McCahili in connection with the will? A. He said that he was afraid to trust Tom McCahili; on the Saturday two weeks previous to his death he said he desired to make an alteration in his will; he said, "I shall send for my will and make an alteration in It."

Q. From the time that you first saw him after his last sickness till the day of his death, from the facts which you have stated, what would you say as to his soundness of mind?

Mr. Vanderpoel objected to the question and it was overruled.

The question was then put in another form.

Q. What is your opinion as to whether deceased was rational or irrational while speaking to you?

A. Irrational; deceased was under the influence of liquor ali the while, and he was incompetent to do any business.

The latter part of the answer being objected to it was ruled out.

Q. What effect had his custom of drinking upon

any business.

The latter part of the answer being objected to it was ruled out.

Q. What effect had his custom of drinking upon his mental faculties? A. He was dull, raving and wandering in his ideas in consequence of his perpetual drinking.

Cross-examined by Mr. Vanderpoel—Mr. McCahill talked to me about his property—his real estate; he said, "I wish you to keep it and divide ft up among you, and not sell it;" he spoke on the subject three or four weeks before his death; he was very clear the night he talked about the matter; he had not drank much he looked rational at the time; the only conversation I had with him about the property was on the night I referred to; he seemed to be rational at that time; when he spoke on other occasions about the property did not converse with him on the satisfies; he was drinking all the time; John McEvoy took charge of my uncle, the deceased, during his last illness; no in attended him in the day time and Black from in the night time; he often raved during his last illness; he imagined that he was sleeping in a tenement house in Essex street; he asked me at times to drink with him.

Q. Was he rational when he asked you to drink with him? A. I don't think any man who drinks constantly is rational.

Q. When he told you that he had left you a con-

Q. Was he rational when he asked you to drink with him? A. I don't think any man who drinks consisting is rational.

Q. When he told you that he had left you a consideration in his will all you consider him rational or irrational? A. I did not consider him rational; he kept talking all the while; he told me in that and other conversations that Tom was ungrateful; no said that often during the last two or three years; when he spoke about Tom, before his sickness, he appeared to be rational; when he told me he wanted to make alterations in his will I spoke to Erady about it: I don't recollect what Brady said to me on the subject; the deceased said that he wanted to get his will back to alter it, as the folks were not using him right and he desired to be boss of his property while he lived; I had a difficulty with my uncle some years ago; I did not strike him; I choked him. (Laughier.)

Re-cross-examined—Mr. McCahill did not tell me what alterations he would like to make in the will; I don't know that I had any difficulty with Tom McCahill.

TESTIMONY OF GLONEL MIVELY.

Colonel William McIvely testified—I have been acquainted with Bryan McCahill in his literime; I saw him assisted home while he was incoxented; had a disagreement with Mr. McCahill at one time, but became reconciled to him.

The examination was then adjourned till next wednesday.

IME TOOMEY HOMICIDE.

THE TOOMEY HOMICIDE. NEW YORK, April 20, 1871.

TO THE EDITOR OF THE MERALD:—
In the report of the Toomey homicide in yester-day's HERALD I am made to testify that a blow over an empty stomach would be equally dangerous with one on that organ when full—a palpably erroneous opinion, for which I do not wish to be held responsible. My evidence was that it would make no material difference whether such a blow was given when the person receiving it was excited by liquor or was perfectly sober. Respectfully,

WOOSTER BEACH, M. D.